Attachment 5

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Attachment 5

SUBRECIPIENT AGREEMENT BETWEEN COUNTY OF MONTEREY And the *SUBRECIPIENT* For CDBG YEAR 2023-2024 *PROJECT NAME*

THIS AGREEMENT entered this 1st day of July 2023 by and between the County of Monterey (herein called "Grantee") and the _____ herein called "Subrecipient").

WHEREAS, Grantee, in conjunction with the cities of Gonzales, Greenfield, and Sand City formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

WHEREAS, Grantee applied for and was approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, Grantee entered Grant Agreement # B-22-UC-06-0011 (Catalog of Federal Domestic Assistance #14.218) with HUD with authority to expend funds as of July 1, 2023;

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A, Scope of Work; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds by entering this Subrecipient Agreement ("Agreement").

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Term

July 1, 2023 through June 30, 2024 and as more fully described in Section II and Attachment C.

B. Not to Exceed Amount

$_____.00 and as more fully described in Section III and Attachment D.

C. Activities

Subrecipient will be responsible for administering a CDBG FY 2023-2024 Project/Program in a manner consistent with any standards required as a condition of providing these funds. Such program is described in Attachment A and will include activities eligible under CDBG.

D. Staffing

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B.

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Any changes in the Key Personnel assigned or their general responsibilities under this Agreement are subject to prior approval of Grantee.

E. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Grantee has entered a data management agreement with City Data Services for online grant reporting and drawdown requests. Subrecipient shall log into the City Data Services website and complete the online performance report as specified in Attachment A. Substandard performance as determined by Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period after being notified by Grantee, Agreement suspension or termination procedures will be initiated.

In addition to reviewing the online performance reports, the Grantee will monitor the Subrecipient to ensure that the Subrecipient is properly documenting all phases of the activities funded with this grant. Additional information on what the Grantee may monitor is included in Attachment G.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective July 1, 2023, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1st day of July 2023 and end on the 30th day of June 2024 but may be extended and remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income. A Schedule of Performance is shown in Attachment C.

III. BUDGET

The budget is presented in Attachment D.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, Grantee may require a more detailed budget breakdown than the one contained herein. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in Attachment D. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment D herein and in accordance with performance. Drawdown requests will be made through the City Data Services website.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with HUD. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR

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200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following representatives:

Grantee	Subrecipient
County of Monterey	
Housing & Community Development Dept.	Subrecipient Name
Attention: Dawn Yonemitsu	Attention: Subrecipient Director Name
1441 Schilling Place – 2nd Fl., South	Subrecipient Address
Salinas, CA 93901	Subrecipient City, CA Subrecipient Zip Code
(831) 755-5387	Subrecipient Phone Number
(831) 755-5398 facsimile	Subrecipient Fax Number
YonemitsuD@co.monterey.ca.us	Subrecipient Director Email

VI. SPECIAL CONDITIONS

Special conditions, if any, are included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation

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Insurance, as Subrecipient is an independent contractor.

C. Hold Harmless

Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend, and hold harmless the Grantee under this Agreement.

E. Insurance Requirements

1. Evidence of Coverage

Prior to commencement of this Agreement, Subrecipient shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies. In the case of a Subrecipient which is a municipal corporation, proof of self-insurance and any other insurance with coverage broad enough to meet the requirements set out below shall be deemed to meet the insurance requirements.

This Certificate of Insurance shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Subrecipient shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Subrecipient.

2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

3. Insurance Coverage Requirements:

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed

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Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Subrecipient shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Subrecipient completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty

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days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Subrecipient's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Subrecipient's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 4502 99.

Prior to the execution of this Agreement by the County, Subrecipient shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Subrecipient has in effect the insurance required by this Agreement. Subrecipient shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Subrecipient shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Subrecipient and Subrecipient shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Subrecipient to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

F. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

G. Grantee Recognition

Subrecipient shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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H. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state, and/or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

In accordance with 2 CFR 200.340 - Termination, Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by Subrecipient to Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made; Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 2 CFR 200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principals. These principles shall be applied for all costs incurred whether charged on a direct

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or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control

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over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

C. Reporting and Payment Procedures

1. Program Income

Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to Grantee.

The Grantee shall reimburse the Subrecipient for eligible costs incurred between July 1, 2023 and June 30, 2024. All requests for payment must be submitted to the Grantee no later than August 15, 2024.

2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee. Any indirect costs must be consistent 2 CFR 200 Appendix II Subpart E – Cost Principals.

3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by Subrecipient on a quarterly basis. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available, if any, in Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds, or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

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4. Reporting after Completion of Program/Project

For programs (services), Subrecipient shall not need to submit any further reports after the last quarterly report filed upon the completion of the program and the HUD CAPER due thereafter. For projects, Subrecipient shall submit ongoing reports on a quarterly basis regarding beneficiaries for a period of five years following completion of the project in the form, content, and frequency as required by Grantee. For projects undertaken by the Grantee, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following the date that the Grantee is no longer a direct entitlement jurisdiction in the form, content, and frequency as required by Grantee.

D. Procurement

1. Compliance with Regulations

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

2. Travel

Subrecipient shall obtain written approval in advance from Grantee for any travel outside the Urban County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.475 (Travel Costs).

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200.311 (c) and CFR 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG funds on hand and any accounts receivable which are attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to, the property. Such payment shall constitute program income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating

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Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

To the extent applicable because of Subrecipient activities under this Agreement, Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with County of Monterey and State of California civil rights law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the project/program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with

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Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

B. Hiring Practices

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement as required by 2 CFR 200.321. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

2. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.Equal Employment Opportunity Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

5.Subcontract Provisions

Subrecipient will include the provisions of Section X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

a. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and the Davis-Bacon Act implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document

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compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5.
ii. Provided contract award occurs within 180-days of N/A (the date of the wage determination in Attachment E), the Subrecipient may rely on U.S. Department of Labor, Wage Determination CA N/A Modification N/A published on N/A, when determining what wages and fringe benefits that are to be paid to trades people employed on this project for purposes of compliance with the Davis-Bacon Act. Said wage determination is hereby incorporated into the Subrecipient Agreement as Attachment E.
iii. If contract award occurs after N/A the Subrecipient must request a new Wage Determination which shall replace Attachment E in its entirety.

b. California Labor Code as it relates to the payment of California Prevailing Wage.
   i. If it is determined that wages paid on the project are subject to California Prevailing Wage requirements, then the Subrecipient agrees to ensure that all persons working on the project are paid at the higher combined base pay and fringe benefit rate (California Prevailing Wage Rate or Davis-Bacon wage rate).
   ii. For purposes of compliance with California Prevailing Wage requirements, the Subrecipient shall rely on the most recent California Department of Industrial Relations; General Prevailing Wage Determination when determining what wages and fringe benefits should be paid to trades people employed on this project.
      1. The effective date of each determination is ten (10) days after the issue date. (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

c. Determination of Wages to be Paid
   i. The Subrecipient agrees to ensure that all persons working on the project

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are paid at the higher of the combined base pay and fringe benefit rate of the California Prevailing Wage Rate or Davis-Bacon wage rate.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

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b. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to Subrecipient from Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

b. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Subrecipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation

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of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 – Conflict of Interest and 570.611, which include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

5. Lobbying

Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

d. Lobbying Certification

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability

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and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. CEQA

The County is acting solely in the capacity as a grant fund provider and the Subrecipient will abide by and follow all applicable State and Federal law relating to the project to which said funds are applied, including but not limited to any necessary environmental review and CEQA.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements. For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b)

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Grantee and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth

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below.

_____	COUNTY OF MONTEREY
By: _____ ____, Board President	By: _____
Date: _____	Date: _____
	Approved as to form and legality:
By: _____ _____, Board Secretary	By: _____ _____, Deputy County Counsel
Date: _____	Date: _____
Scope of Work & Budget Reviewed	Reviewed as to fiscal provisions:
By: _____ _____, Executive Director	By: _____ Auditor-Controller's Office
	Date: _____

Pursuant to California Corporations Code Section 313, this Subrecipient Agreement must be signed by:

1) any president or vice president, or chair of the Board; and
2) any secretary, assistant secretary, treasurer or assistant treasurer, or the CFO

Alternatively, the Subrecipient Agreement may be signed by anyone else named in a Resolution adopted by the Board of Directors provided a copy of said resolution is provided to the County.

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Attachment A
Scope of Services

A. Program Delivery

• Project may begin incurring eligible expenses immediately	Yes		No	
• Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses	Yes		No	
• Subrecipient is required to submit Progress Reports and Invoices	Monthly		Quarterly	
• Project is subject to the special terms and conditions in Attachment E				
• Project is subject to the special terms and conditions in Attachment F	Yes		No	
• Project is subject to the special terms and conditions in Attachment G	Yes		No	
• Activity is subject to California Prevailing Wages	Yes		No	
• Recipient must use HUD CPD Income Eligibility Calculator to document eligibility of beneficiaries (https://www.hudexchange.info/incomecalculator/)	Yes		No	

A. Scope of Work.
Program Delivery
_____.

B. National Objectives
All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Subrecipient certifies that the activities carried out under this Agreement will meet HUD National Objective for:

	Low/Moderate Area Benefit (LMA)
	Low/Moderate Limited Clientele (LMC)
	Low/Moderate Housing Activities (LMH) as published by HUD

In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement.

Subrecipient will document that the activities carried out under this Agreement will meet HUD National Objectives based upon obtaining the household income of all persons receiving services funded by this Agreement. To be eligible for CDBG assistance, a public service or project must serve low- and moderate-income persons. Low- and moderate-income are defined as those at or below **80%** of the County Area Median Income. Documentation of the benefit to low- and moderate-income

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level persons is required of every project funded (CDBG National Objective 24 CFR 570.208). The income verification needed is determined by the project and the clients served. For limited clientele, 51% of the beneficiaries must be low or moderate income. Public service activities must be offered to a group of low- and moderate-income residents in the entire community. To document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement. Agencies will collect income data and demographic data for each recipient in the program as either Client Based or Presumed Benefit. Activities that **exclusively** serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. HUD Presumed Benefit categories include:

Elderly persons (62 years and older)	Migrant farm workers
Battered spouses	Severely disabled adults
Homeless persons	Persons living with HIV/AIDS
Abused children	Illiterate persons (includes non- English speakers)

You must be classified as providing either Client Based or Presumed Benefit services. If you are serving clients only in a specific geographic area or census tract, then select the Area Benefit option.

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Attachment 5

Attachment B
Staffing

A. Key Personnel

None

B. Staffing to be charged under Agreement
(The percent of time should reflect the ratio of estimated time spent on this CDBG program/project divided by the total hours worked annually.)

POSITION	NAME	% of TIME	Hourly Rate	COST

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Attachment 5

Attachment C
Schedule

This table should match the projects and milestones contained in Attachment 1.C.

MILESTONE	1st Qtr % of Project	2nd Qtr Cum % of Project	3rd Qtr Cum % of Project	4th Qtr Cum % of Project

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Attachment 5

Attachment D
Budget

Budget Category	**Description/Computation**	**Cost**
a. Salaries & Wages		
b. Fringe Benefits		
c. Consultant/Contract Services		
Total Personnel		
d. Rent		
e.		
f.		
g.		
h.		
i.		
j.		
Total Non-Personnel		
Total Project Budget		

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Attachment 5

Attachment E
Davis-Bacon Wage Determination

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Attachment F
Special Terms and Conditions
For Construction Projects

SB854 Compliance
The Subrecipient must register the project with the California Department of Industrial Relations (DIR) within five days of awarding the contract, by completing form PWC-100. (Labor Code section 1773.3) This requirement applies to all public works projects that are subject to the prevailing wage requirements of the Labor Code, regardless of size or funding source.

The Subrecipient is responsible for administering its project and ensuring that public funds are used appropriately. As partners with DIR's Public Works Enforcement team, the Subrecipient must also ensure that all public works contractors are following all labor laws.

Bid Document and Contract Language Requirement
Subsection (b) of Labor Code section 1771.1 states that "Notice of the requirement described in [Section 1771.1] (a) shall be included in all bid invitations and public works contracts[.]"
Provision to obtain proof of bidder DIR registration

- The Subrecipient is responsible for compliance with this requirement.
- Bid document to be submitted to County five (5) business days before it is issued to the public
- County reviews and confirms requirements are met
- The Subrecipient may proceed if County DOES NOT notify them that the bid documents are insufficient

Project Award
All bidders and selected contractors/subcontractors must be registered with DIR at time bid is submitted and provide one of two numbers:

1. Public Works Contractor (PWC) Registration Number
2. California Contractors State License Board (CSLB)/Certificate Number

Subrecipient is responsible for:

- Verifying PWC and/or CSLB/Certificate Numbers of selected contractor and subcontractors
- Registering the public works project with DIR
- Providing proof of project registration to the County

1) Prior to issuing a construction request for bid, the Subrecipient shall:
   a) Provide a copy of all bid documents to the County for review to ensure that the required labor standards language contained in Section X.C.2 of this Agreement and the U.S. Department of Labor Wage Determination is incorporated into the bid documents.
      i) Bid documents shall not be released until the Subrecipient has received County approval of the bid documents.
   b) Provide a copy of a contract with the prevailing wage monitor responsible for reviewing all Certified Weekly Payrolls and conducting employee interviews to ensure that the correct job classification is used, and the correct wages and fringe benefits are paid as required by Section X.C.2.a of this Agreement.

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2) Prior to issuing a Notice to Proceed, the Subrecipient shall:
   a) Provide the selected contractor's DUNS number to the County.
   b) Provide proof that the selected contractor and sub-contractors have not been disbarred or excluded from receiving federal assistance by providing a print out of the contractor's status obtained from www.sam.gov
   c) Provide the California Department of Industrial Relations DIR Project ID to prove that the project has been registered with the California Department of Industrial Relations as required by SB854

3) When submitting the first monthly report, the Subrecipient shall include the following information in addition to the requirements in number 4 of this attachment:
   a) Bid opening date;
   b) Contract award date;
   c) Pre-construction conference date; and
   d) Construction start date.

4) When submitting monthly reports, the Subrecipient shall include:
   a) Percentage of work completed;
   b) Weekly certified payrolls:
      i) Subrecipients are encouraged to use the U.S. Department of Labor form HW-347 for reporting certified payrolls. Instructions and fillable pdf forms are available at:
         - http://www.dol.gov/whd/forms/wh347instr.htm;
         - http://www.dol.gov/whd/forms/wh347.pdf; and
   c) Copies of employee interviews conducted to verify job classification and wage rate.
   d) Wage Monitor's certification that they have reviewed the certified payrolls and that all wages and fringe benefits have been correctly paid

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Attachment G
Special Terms and Conditions
Monitoring Standards

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced laws and regulations. The items listed below represent some, but not all the items that the County may examine during its monitoring visit.

1) Record Keeping Systems (24 C.F.R. 570.506)
   a) Overall filing system – Can the required records be quickly and easily found
   b) Contractor bonding and insurance
   c) National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
2) Financial Management Systems
   a) Did Subrecipient expend $500,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
      i) If yes, was an Independent Audit prepared?
      ii) If yes, the County will need a copy for its records.
      iii) If no, the County will need to know why one was not prepared.
3) Procurement & Bonding
   a) Procurement Procedures
   b) Conflict of Interest
4) Non-Discrimination and Actions to Further Fair Housing

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